

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	
)	Case No.: 15-10133
Alexandra R. Kelley, &)	Chapter 13
Michael S. Kelley,)	Hearing Time:
)	Hearing Date:
Debtors.)	Hearing Location:

CHAPTER 13 PLAN

PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

\$1070.00 per month for 60 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit, Line 65 of Form 1040 or Line 39 of Form 1040A, each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of _____, if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. **Trustee and Court Fees**. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph ____ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Green Tree	\$753.13	Debtor

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney \$1510.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Green Tree	\$25,725.00	48 months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.75% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INT.
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INT.
Bank of Grandon (Annual Interest Only Payment)	\$68,000.00	\$150,000	Annually for 60 months	\$3300.00
Bank of Grandon (2005 Peterbuilt / Tractor/ Bulldozer/ Cattle)	\$67,000	\$13,500	60 months	\$15,194.00

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$2,000 of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
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8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$76,311.20. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$47,025.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.00. Debtor guarantees a minimum of \$47,025.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: 3/3/2015

DEBTOR: /s/ Alexandra R. Kelley

DATE: 3/3/2015

DEBTOR: /s/ Michael S. Kelley

CERTIFICATE OF SERVICE

The undersigned certifies that a true and accurate copy of the Debtor's Chapter 13 Plan was mailed to the following recipients, by regular U.S. Mail, postage pre-paid on the 3rd day of March, 2015.

Ameren Missouri, PO Box 66529, Saint Louis, MO , 63166-6529
Ameren UE, PO Box 66529, Saint Louis,MO ,63166-6529
AmerenUE Missouri, P.O. Box 66529, Saint Louis,MO,63166-6529
American Education Services, PO Box 2461, Harrisburg,PA,17105-2461
SaintFrancis Medical Center, Mail Processing Center,P.O. Box 739,Moline,IL,61266-0739
Atmos Gas,PO Box 790311, Saint Louis,MO,63179-0311
Cape Auto Brokers,1803 North Kingshighway, Cape Girardeau,MO,63701
"Cape Girardeau Urology Associates, Inc.",3 Doctors Park,,Cape Girardeau,MO,63701
Cape Radiology,70 Doctor's Park,Cape Girardeau,MO,63703
Cape Woods Emergency Physicians,1701 Lacy St, Cape Girardeau,MO,63701
Cash Net USA,200 West Jackson,Chicago,IL,
Cash Net USA,200 West Jackson Suite 1400,Chicago,IL,60606-6941
Chapter Communications,P.O. Box 790086,Saint Louis,MO,63179-0086
Charter Communication-Cape Girardeau,PO, Box 790086,Saint Louis,MO,63179-0086
Charter Communications,12405 Powerscourt Drive,Saint Louis,MO,63131
Check N Go,4540 Cooper Road Suite 305,Cincinnati,OH,45242
Check N Go,4540 Cooper Road,Cincinnati,OH,45242
Christopher LaBonte MD,12660 Lamplighter Square Ste J,Saint Louis,MO,63126-2761
City of Cape Girardeau,401 Independence,Cape Girardeau,MO,63702
City of Cape Girardeau,PO Box 617,Cape Girardeau,MO,63702
City of Jackson,101 Court Street,Jackson,MO,63755
Credit Acceptance Corporation,25505 West Twelve MileRoad Ste
3000,Southfield,MI,48034-8339
Credit Acceptance Corporation,Silver Triangle Building,"25505 West Twelve Mile Road,
Suite 3000",Southfield,MI,48034-8339
Credit Collection Services,Two Wells Avenue,Newton Center,MA,02459
Cross Trails Medical Center,109 Missouri St,Marble Hill,MO,63764
Direct TV,PO Box 78626,Phoenix,AZ,85062-6550
Easy Money,320 N Kingshighway,Cape Girardeau,MO,63701
Empire Loans,121 S Broadview,Cape Girardeau,MO,63703
Exeter Finance Corp,PO Box 166008,Irving,TX,75016
First National Credit Card,PO Box 2496,Omaha,NE,68103
First Premier Bank,PO Box 5524,Sioux Falls,SD,57117-5524
Geico,One Geico Plaza,Bethesda,MD,20811
H & R Block,PO Box 10170,Kansas City,MO,64171-0170
H&R Block Bank,PO Box 2459,Omaha,NE,68103-2459
Heartland Plastic Surgery,"319 S Silver Springs Road, Ste C",Cape Girardeau,MO,63703-
6308
Heights Finance,1131 N Kingshighway Suite D,Cape Girardeau,MO,63701
Loyal Loans,353 Christine St,Cape Girardeau,MO,63703
Loyal Loans,353 Christine St,Cape Girardeau,MO,63701
Medi Credit Inc,PO Box 411187,MO,63414-3187
Mid_America Title Loans,1000 N Kingshighway,Cape Girardeau,MO,63701
Missouri Title Loans,300 N Kingshighway,Cape Girardeau,MO,63701
Orchard Bank / Capital One,PO Box 30285,Salt Lake City,UT,84130-0285
RAC / Ashley Furniture Homestore,4700 E Jackson Blvd,Jackson,MO,63755
Security Finance,125 S Broadview St ste 4,,Cape Girardeau,MO,63701
Security Finance,125 South Broadview St Ste4,Cape Girardeau,MO,63703

(L.F. 13 Rev. 11/2012)

Southeast Health,1701 Lacy Drive,Cape Girardeau,MO,63701
Southeast Missouri Hospital Physicians,PO Box 503837,Saint Louis,MO,63150-3837
Southeast Missouri State University,Student Financial Services,One University Plaza,,Cape
Girardeau,MO,63701
Sprint,6391 Sprint Parkway PO Box 7993,MO,64528-8013
St Anthony's Medical Center,10010 Kennerly Road,Saint Louis,MO,63128
St Francis Medical Center,211 St Francis Drive,Cape Girardeau,MO,63703
State Farm Insurance,PO Box 680001,Dallas,TX,75252
Sun Loan Company,1020 N Kingshighway,Cape Girardeau,MO,63703
Verizon Wireless,PO Box 4002,Acworth,GA,30101
Verizon Wireless,C/O Dept 1011,PO Box 4115,Bayside,CA,95524
World Finance Corporation,285 South Plaza Way,Cape Girardeau,MO,63703
ACSI,2802 Opry Drive,Nashville,TN,37214
Medicredit,190 Carondelet Plaza Ste 1950,Saint Louis,MO,63105
Bay Area Credit Service,PO Box 467600,Atlanta,GA,31146
Credit Bureau Services,2147 William Street,PO Box 908,Cape Girardeau,MO,63702-0908
West Asset Management,PO Box 790113,Saint Louis,MO,63179-0113
Missouri Medical Collections,3952 S Fairview Ave,Springfield,MO,65807
Focus Receivables Management,1130 Northcase Parkway Suite 150,Marietta,GA,30067

/s/ Deidre D. Jewel
Deidre D. Jewel – Attorney for Debtor